

REMARKS

Claims 1-18, 20-30, 32-35, and 38-41 are pending and will remain pending in the application after entry of this amendment. Entry of this Amendment, reconsideration, and allowance of the pending claims is respectfully requested.

Claim Rejections

Claims 1-18, 20-30, 32-35 and 38-41 are pending.

The Examiner rejected claims 1-11 under 35 U.S.C. § 101 as being directed to non-statutory subject matter. The Examiner set forth that the process must entail the use of a specific machine or transformation of an article which must impose meaningful limits on the claim's scope to impart-patent eligibility. Applicants have amended independent claim 1 and assert that claim 1 as now present is tied to the use of a specific machine. Claim 1 has been amended to recite in- part "A method in a computer system,..." Applicants respectfully request the Examiner to withdraw the rejection of independent claim 1 under 35 U.S.C. § 101.

Regarding claims 2-11, as these claims depend either directly or indirectly from independent claim 1, and therefore incorporate all the limitations of claim 1 therein, for the reasons set forth above with respect to claim 1, Applicants respectfully request the Examiner to withdraw the rejection of claims 2-11 under 35 U.S.C. § 101.

The Examiner rejected claims 1, 12 and 23 under 35 U.S.C. §103(a) as being unpatentable over U.S. patent 6,219,648 to Jones et al. in view of Scheifler et al., "The X Window System," published in ACM Transactions on Graphics, Vol. 5, No. 2, April 1996.'

Claims 2-11, 13-18, 20-22, 24-30, 32-35 and 39-40 were rejected under 35 U.S.C. §103(a) as being unpatentable over Jones in view of Scheifler and U.S. pre-grant publication 2002/0123983 by Riley et al.

Claims 38 and 41 were rejected under 35 U.S.C. §103(a) as being unpatentable over Jones in view of Scheifler in view of Riley and further in view of Quercia et al., "The Definitive Guides to the X Window System, *O'Reilly & Associates, Inc.*, Volume Three, Motif Edition, 1993.

In response to the office action, the independent claims have been amended such that the claims are now directed to subject matter that is not shown or suggested in any of the cited references. Paraphrased, the independent claims now recite a methodology by which to ensure that an agreed-upon level of service is provided to a customer wherein the identification of the severity of a problem and corresponding time to fix the problem is predicated upon the contractual agreement between the customer and the service provider.

Support for the claim amendments can at least be found in paragraph [0028], which states that "The severity assigned to a ticket is typically obtained from a severity table that has been populated based on a contractual agreement between the IT provider and the customer. Also...the resolution time to fix the problem is obtained based on the LOS (Level of Service) agreement".

The amended claims, and the claims that depend from them, traverse the rejection because no reference or combination of references show or suggest a method or apparatus by which the deadline is "based upon a contractually determined severity of the problem and a corresponding contractually required time for resolution of the problem".

Jones is generally directed to a device for monitoring the progress of a trouble ticket, wherein the times at which notifications are generated are specified by thresholds that are set by operators at a customer service center. In Jones, the text in column 3, lines 66-67 states that the time at which an alert is generated is selected by the customer service center. Stated another way, Jones teaches that the determination of how and when to provide customer service is determined entirely and exclusively by the service provider without regard to the customer to who service is to be provided. Jones does not teach or disclose that original deadline set for

completing the handling of the problem be base upon a contractual agreement from which the severity of the problem and the corresponding time deadline are determined, as the applicant's amended claims now require.

In Riley, the text in paragraphs [0116]-[0121] states that prior to assigning a time or speed in which the service request should be handled, "the operator analyzes the service request in order to prioritize it. The resulting prioritization is used to classify the request against *all other requests* made by the Service Desk customers..." (emphasis added). Riley thus clearly teaches that the determination of the priority or severity of the problem is not based upon the contractual agreement between the customer, but rather the severity is based upon a comparison of the problem with all other requests made to the help desk, regardless of which customer made the request and regardless of any prior agreements.

The Applicant respectfully contends that the amended claims traverse the rejections and place the claims in condition for allowance. Reconsideration of the claims is therefore respectfully requested.

Respectfully submitted,

/ Robert H. Kelly /

Robert H. Kelly
Reg. No. 33,922

KELLY & KRAUSE, L.P.
6600 LBJ Freeway, Suite 275
Dallas, Texas 75240
Telephone: (214) 446-6684
Fax: (214) 446-6692
robert.kelly@kelly-krause.com